III. MID-SPAN MEETS (Issues III-3 and III-3-a)

The unresolved mid-span meet issue between Verizon VA and both WorldCom and AT&T is whether they can unilaterally dictate to Verizon VA the location of the mid-span meet, when it must be implemented, and the unique technical details associated with the mid-span meet. As discussed in Verizon VA's opening brief, WorldCom and AT&T, although generally entitled to mid-span meets, are not entitled to dictate to Verizon VA the terms and conditions of the mid-span meet.[59]

Pursuant to WorldCom's proposal, and despite its representations otherwise, WorldCom attempts to dictate the technical specifications associated with the mid-span meet.[60] As discussed in Verizon VA's opening brief, the parties need to mutually agree on these technical specifications. As this Commission recognized, a mid-span meet can be an attractive form of interconnection between two carriers because it has mutual benefits.[61] If one party (*i.e.*, the CLEC) has all the discretion to decide the particulars of the mid-span meet, then that party has the incentive and ability to impose an arrangement on the other party (*i.e.*, Verizon VA) that may not be mutually beneficial.

Verizon VA witness Albert discussed at the hearing a specific example of why the CLECs should not be able to dictate to Verizon VA the technical specifications of the mid-span meet. Mr. Albert's example related to the WorldCom proposal for a "two-cable meet," which is replete with pitfalls for Verizon VA. Tr. at 1138-39. In fact, the two-cable proposal is not a

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[59] Verizon VA NA Br. at 42-47.

[60] *See* WorldCom proposed interconnection agreement, Attachment IV § 1.1.5.2 ("If the Parties cannot agree on the specifications, the Parties shall implement MCIm's specifications . . .").

[61] *See Local Competition Order* ¶ 553.

classic mid-span meet arrangement because the parties do not meet in the "middle." Tr. at 1137-39. The WorldCom proposal would force Verizon VA to incur additional costs because Verizon VA would have to build a dedicated fiber cable to WorldCom; in a mid-span meet, the fiber cable is shared. Tr. at 1139-40.[62] These costs could double Verizon VA's total cost for the mid-span meet, and under WorldCom's proposal, Verizon VA would have no way to control them. Tr. at 1140.[63]

AT&T's proposal is also replete with pitfalls for Verizon VA. For instance, AT&T's proposed Schedule Four, Part B § 1.6.1 provides that the parties "allocate facilities equally." If Verizon VA has more facilities available on its side of the mid-span meet than AT&T, AT&T's proposal could require Verizon VA to set aside some of those facilities to AT&T. In addition, proposed § 1.6.3 contradicts AT&T's position in its brief that the mid-span meet would act as a point of interconnection because § 1.6.3 envisions that the mid-span meet will not be a point of interconnection.[64] Finally, because Verizon VA is usually the party providing the necessary fiber and other essential equipment for the mid-span meet, Verizon VA is the party that is held to the rigid timelines in AT&T's proposed Schedule Four, Part B § 1.6.4. This is why Verizon VA should have some say in what these timelines are.

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[62] Verizon VA witness Albert could not speculate what additional costs Verizon VA would incur without knowing more about the specific arrangement. Tr. at 1140. He did surmise, however, that whatever the additional costs are, the WorldCom proposal would require Verizon VA to bear them. Tr. at 1141.

[63] WorldCom claims in its brief that its negotiations with Verizon VA for mid-span meets has proven "fruitless." WorldCom Br. at 37. Verizon VA witness Albert, however, testified that he could not recall "one real live location that WorldCom has come to us [Verizon VA] to ask to do this." Tr. at 1121.

[64] AT&T Br. at 40.

Both CLECs also claim that their "share the costs" proposals provide them with an incentive to limit the costs Verizon VA would incur for constructing a mid-span meet.[65] As Verizon VA explained in its opening brief, these proposals only account for the construction costs associated with the mid-span meet. These proposals would not account for the maintenance of the mid-span meet or Verizon VA's already embedded costs. The only way to properly ensure that the costs of the mid-span meet are apportioned equally is to have the parties mutually agree on the details of the particular mid-span meet. This is what Verizon VA proposes.[66] In seeking mutual agreement on the particulars of the mid-span meet, Verizon VA's proposal does not vest in Verizon VA a right to "veto" the CLECs' option to choose a mid-span meet. Tr. at 1450-51. Simply put, Verizon VA's position is that because the mid-span meet is a unique form of interconnection and no two mid-span meets are alike, the parties should mutually agree on how to establish the mid-span meet. Once the parties reach an agreement on the technical details in the memorandum of understanding ("MOU"), then Verizon VA should be able to implement the mid-span meet within 120 days. Indeed, agreeing on the operational details often determines whether a particular mid-span meet is technically feasible. Tr. at 1120. If the parties cannot agree on the "where," or other operational details, then the dispute resolution procedures should be invoked. Tr. at 1453.

[65] AT&T Br. at 42, WorldCom Br. at 38.

[66] WorldCom erroneously contends that Verizon VA did not include § 3.2 in the September 18, 2001 JDPL. WorldCom is mistaken. The September JDPL contains Verizon VA's proposed § 3.2, which deals with the establishment of the mid-span meet.

IV. FORECASTS (Issues I-7, III-4, III-4-b)

A. Cox And AT&T Should Provide Verizon VA With Good Faith Traffic Forecasts (I-7, III-4).

In resisting Verizon VA's request for forecasts, both Cox and AT&T ignore that it is Verizon VA who already recognizes and accepts its responsibility to supply all CLECs with sufficient trunks.[67] The good faith traffic forecasts that Verizon VA seeks from the CLECs will assist Verizon VA in meeting this responsibility for all carriers who use Verizon VA's network. Despite Cox's suggestion, Verizon VA does not "disregard" the data that the CLECs' provide to Verizon VA.[68] Verizon VA uses this information as an input with other data on a ***macro*** level to ensure that Verizon VA has adequate facilities in place. If Verizon VA had the information that the CLECs' possess -- the amount of their expected growth and the type of customers they sign up, Verizon VA would not need a forecast from them. Nevertheless, because Verizon VA does not have this information available to it and may be subject to performance measures and penalties for blocking that occurs on the CLECs' trunks, Verizon VA needs this information to provide essential services to all carriers. Tr. at 1514, Verizon Ex 4 at 20.

Cox asserts that Verizon VA does not seek forecasts from start-up CLECs so it should not get such forecasts from established CLECs.[69] Cox is wrong. Whenever Verizon VA enters into an interconnection agreement with any CLEC, at the first joint implementation meeting, the CLEC should provide Verizon VA with an initial forecast.[70] Indeed, Cox cited to the hearing testimony of Verizon VA witness Albert in an effort to support its argument that Verizon VA

[67] AT&T Br. 47, Cox Br. 27-28.

[68] Cox Br. at 28.

[69] Cox Br. at 27.

[70] *See* Verizon VA proposed interconnection agreement to Cox § 10.3.

does not seek forecasts from start-up CLECs as well as IXCs and other ILECs.[71] Nevertheless, this portion of the transcript discusses how Verizon VA established its forecasting guidelines through the New York carrier to carrier collaborative. Mr. Albert never stated that Verizon VA does not expect to receive forecasts from these carriers.

B. The Commission Should Adopt Verizon VA's Trunk Forecasting Language in the Verizon VA-WorldCom Interconnection Agreement (Issue III-4).

Verizon VA's proposed language for Issue III-4 provides the parties with a clear understanding of their responsibilities with respect to trunk servicing, grades of service, trunk forecasting and disconnecting underutilized trunks.[72] WorldCom's language does not do so, as is made clear from WorldCom's arguments in its brief on this issue. WorldCom's language treats its forecasts as a guarantee. That is, WorldCom argues that if it forecasts 100 trunks, it has a guarantee of 100 trunks. A forecast, however, is not a reservation procedure but a piece of information that Verizon VA uses to assist it in making adequate supplies available to satisfy orders for all trunks. Tr. at 1503-05, 1512-13.

WorldCom's misunderstanding is illustrated by the example it discusses at page 43 of its brief. In this example, WorldCom assumes that if it forecasts 100 trunks, and not all 100 trunks are available to it, Verizon VA is not meeting its grade of service. This is not how trunk performance is determined.

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[71] Cox Br. at 27 n. 106.

[72] *See* Verizon VA proposed interconnection agreement to WorldCom, Interconnection Attachment §§ 2.4.5, 2.4.6, 2.4.7, 2.4.9, 13.1.1 (grades of service), §§ 2.4.7, 2.4.10, 13.2 (trunk servicing), §§ 2.4.2, 13.3 (trunk forecasting), and §§ 2.4.8, 13.3.1.1 (disconnecting underutilized trunks). WorldCom argues in its brief that Verizon VA's contract language for disconnecting underutilized trunks is deficient because it did not reflect the "WorldCom 15% overhead." Nevertheless, it also appears that WorldCom's contract proposal does not describe how this "WorldCom 15% overhead" would work. WorldCom Br. at 42 n. 29.

As Verizon VA witness Albert explained, trunks in service in Verizon VA's network usually operate at 65-70% utilization. Tr. at 1528-30. It seems that WorldCom's example assumes that its forecasted trunks will operate at 100% utilization. This assumption is inconsistent with already agreed upon language. Pursuant to Verizon VA's § 2.4.8, if WorldCom had 100 trunks, and all 100 trunks were being utilized, Verizon VA would augment this trunk group to reach a utilization level of 70% to prevent call blocking. This is the proper way to deal with utilization at levels on trunks actually in service.

C. Verizon VA Should Be Permitted To Disconnect Underutilized Trunk Groups Between AT&T And Verizon VA When Those Trunk Groups Fall Below 60% Utilization. (Issue III-4-b).

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's contract language in support of Issue III-4-b.[73] In disputing this language, AT&T overstates the relevance of certain Ordering and Billing Forum ("OBF") procedures for disconnecting trunk groups.[74] The OBF does not mandate that a firm order confirmation is needed before a LEC can disconnect an underutilized trunk, which is what AT&T wants. Instead, the procedures that AT&T discuss in its brief relate to orders for trunk groups that a CLEC usually places with an ILEC, which is not the issue before this Commission. Further, the internal procedures that Verizon VA has in place before it disconnects trunks should satisfy AT&T's concerns about AT&T's "spiky" traffic. Verizon Ex. 18 at 13-14.

[73] Verizon VA NA Br. at 51-53.

[74] AT&T Br. at 49-50.

V. INTERMEDIATE HUBS (Issues VI-1(B) and VII-6)[75]

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's contract proposals in support of Issues VI-1(B) and VII-6 respectively.[76] In addition, and contrary to AT&T's suggestion, Verizon VA's intermediate hub issue does not influence AT&T's ability to choose a POI.[77] This issue narrowly deals with multiplexing DS-3 facilities into DS-1s at designated locations that have the necessary equipment to accomplish this task. Verizon VA's position does reflect the fact that there are technical realities that must be considered to accommodate AT&T's interconnection.

As discussed by Verizon VA witness Albert during the hearing and in Verizon VA's brief, Verizon VA's network has digital cross connect systems ("DCS") at hub locations designated in the NECA 4 tariff. The DCS located at these hub locations provide multiple carriers with multiplexing, *i.e.* disaggregating DS-3s to DS-1s. Verizon VA provides this service to WorldCom and AT&T in the same way Verizon VA provides it to IXCs. This capability only exists at these intermediate hubs, and Verizon VA's proposed language reflects this reality.

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[75] WorldCom states that Verizon VA's position on intermediate hubs is confusing because WorldCom alleges that Verizon VA took inconsistent positions at the mediation and at the hearing. WorldCom Br. at 69. WorldCom's argument is completely without merit. First, Verizon VA's pre-filed testimony made it clear to WorldCom what the main issue was with respect to Issue VI-1(B). Verizon Ex. 9 at 11-15 ("During the mediation, WorldCom stated that it did not want its interface limited to a DS-1 or a DS-3. The real issue, however, is whether WorldCom should order DS-3 facilities" to an intermediate hub), Verizon Ex. 26 at 12-15. There was nothing "confusing" about Verizon VA's position. Second, the mediation session was intended to foster settlement of the various issues that the parties appeared close to resolving and these discussions occurred off the record. In this issue, and others, WorldCom attempts to prove its point by arguing that Verizon VA took a different position at the mediation. While Verizon VA did not take a different position at the mediation on this issue, this is beside the point. The issue should be resolved on the record in this proceeding.

[76] Verizon VA NA Br. at 53-55.

[77] AT&T Br. at 74. Curiously, AT&T lists Issue III-1 -- the transit issue -- as an issue that also affects AT&T's "right" to select the POI. The transit issue has nothing to do with how AT&T selects its POI.

In addition, Verizon VA also offered to provide WorldCom and AT&T with asynchronous 3x1 multiplexers, to the extent they are available, at non-hub locations. This piece of equipment, unlike the DCS available at intermediate hub locations, is designated to a particular carrier and cannot be used by multiple carriers. Verizon VA did offer to provide this equipment, provided the CLECs pay Verizon VA for the costs of doing so. Despite this offer, and the CLECs' apparent unwillingness to accept it, AT&T apparently would like Verizon VA to provide this equipment to AT&T at AT&T's request free of charge because AT&T contends "multiplexing is multiplexing."[78] In order to do so, however, Verizon VA would have to remove this equipment because it is already being used at the non-hub location and then install it for AT&T's use free of charge. There is no basis for that demand. As the Commission held in the *Local Competition Order*, because AT&T and WorldCom would require Verizon VA to modify its network to accommodate their interconnection, they are responsible for the costs of that modification.[79]

[78] AT&T Br. at 75.

[79] *Local Competition Order* ¶ 199 ("a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit.").

VI. ACCESS ISSUES (Issues V-2 and IV-6)

A. AT&T Should Not Be Permitted To Purchase Transport At UNE Rates When The Transport Is Purchased From Verizon's Access Tariff (Issue V-2).

As addressed in Verizon VA's opening brief, AT&T's proposal would allow it to circumvent Verizon VA's access tariff by purchasing transport that is normally ordered from that tariff at UNE rates.[80] To satisfy AT&T's proposal, Verizon VA would have to construct transport facilities from AT&T's switch to Verizon VA's serving wire center (an entrance facility) and dedicated UNE IOF from the Verizon VA serving wire center to the Verizon switch. This would be contrary to the Commission's holding that ILECs are not required to "construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use."[81]

B. The Commission Should Adopt Verizon VA's Proposed § 8 Of Its Interconnection Attachment Because This Provision Allows WorldCom To Purchase Access Toll Connecting Trunks From Verizon VA For The Transmission And Routing Of Access Traffic. (Issue IV-6).

Contrary to WorldCom's claim, Verizon VA is not dictating to IXCs the services IXCs may purchase from WorldCom.[82] If WorldCom is offering switched access services to IXCs for exchange access traffic through Verizon VA's tandems, WorldCom must purchase access toll connecting trunks from Verizon's access tariff to provision this service. Tr. at 2420. It appears that WorldCom is attempting to receive access toll connecting trunks, which are used in the provisioning of access services, at UNE rates to increase WorldCom's profit margin at Verizon

[80] Verizon VA NA Br. at 55-57.

[81] *UNE Remand Order* ¶ 324.

[82] WorldCom Br. at 57.

VA's expense. As the Act, the Commission, and the Eighth Circuit made clear, services associated with access to interexchange carriers, including the receipt of compensation, are "carved out" of the Act.[83]

Given WorldCom's position in its brief, it also seems that WorldCom's contract proposal in support of its position on Issue IV-6 conflicts with the contract language the parties agreed upon to settle Issue IV-31. To settle this latter issue, the parties agreed that switched exchange access services and interLATA or intraLATA toll traffic would be governed by the parties' applicable tariffs.[84] Because access toll connecting trunks, or meet point trunks as WorldCom calls them, are used to provision switched exchange access services, WorldCom's contract proposal for Issue IV-6 would interfere with Verizon VA's applicable tariff and conflict with the agreed upon language that resolved Issue IV-31. For these reasons, and those stated in Verzion VA's brief, the Commission should adopt Verizon VA's proposed § 8.[85]

VII. WORLDCOM ISSUES (IV-2 through IV-5, IV-8, IV-11, IV-37, VI-1(A), and VI-1(C))

A. <u>The Commission Should Adopt Verizon VA's Proposed Language For Two-Way Trunking. (Issue IV-2).</u>

WorldCom misses Verizon VA's main objection to WorldCom's position on Issue IV-2. Both one and two-way trunks are technically feasible and the CLECs generally may choose between the two. Nevertheless, just as with mid-span meets, there are certain technical and

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[83] *See* 47 U.S.C. § 251(g); *ISP Remand Order* ¶ 39; *CompTel v. Federal Communications Com'n.*, 117 F.3d 1068, 1072 (8th Cir. 1997), *aff'd in part, rev'd in part, AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (the Eighth Circuit relied on § 251(g) to reject CompTel's argument that exchange access services should be cost-based).

[84] *See* Verizon VA proposed interconnection agreement to WorldCom, Interconnection Attachment § 7.4.2.

[85] Verizon VA NA Br. at 57-59.

operational details that need to be addressed between the parties before these trunks are installed. This is why when WorldCom elects to use two-way trunks, or one-way trunks for that matter, the parties should mutually agree on the deployment of those trunks. WorldCom, however, does not believe that mutual agreement is necessary.

WorldCom's statement that Verizon VA witness Albert agreed to WorldCom's proposed § 1.2.7.2 is incorrect. Verizon VA witness Albert testified that assuming the parties agree to the details on how to deploy one or two-way trunks, WorldCom is free to choose either. Tr. at 2387. The problem with WorldCom's language for two-way trunks is that WorldCom's proposal does not recognize that WorldCom must consider Verizon VA's technical and operational concerns. Thus, the Commission should adopt Verizon VA's proposal for Issue IV-2.[86]

B. The Commission Should Reject WorldCom's Proposed Sections 1.1.6 *Et Seq.* Relating To Facilities Augmentation. (Issue IV-3).

The Commission should reject WorldCom's contract proposal for Issue IV-3. In addition to the arguments raised by Verizon VA in its opening brief,[87] WorldCom's facilities augmentation proposal is unnecessary and overbroad because Verizon VA already has the obligation to augment trunk groups and may have to pay penalties if call blocking occurs. These responsibilities should ensure that adequate facilities will be in place for these trunk groups. Contrary to WorldCom's suggestion, its facilities augmentation proposal does not reflect the current practice between Verizon VA and WorldCom.[88] In fact, WorldCom witness Grieco admitted as much at the hearing. Tr. at 2361-62.

[86] Verizon VA NA Br. at 59-60.

[87] Verizon VA NA Br. at 60-63.

[88] WorldCom Br. at 48-49.

WorldCom also asserts that Verizon VA should "modify" its facilities to accommodate interconnection with WorldCom. Of course, as the Commission has made clear, Verizon VA would also be entitled to recover the costs of the "modifications" it makes on behalf of WorldCom.[89] Verizon VA already ensures that it has adequate facilities in place. WorldCom, however, does not want Verizon VA to modify its facilities; it wants Verizon VA to build up Verizon VA's facilities in order to meet WorldCom's peculiar technical specifications when Verizon VA's facilities are at 50% of capacity.[90] Further, WorldCom would like Verizon VA to do this for free.

An overarching problem with WorldCom's proposal is that the Commission has made it clear that "we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use."[91] Moreover, WorldCom's use of the term "facilities" is very vague. "Facilities" encompass a wide range of different components and equipment. In fact, some types of "facilities" make up other types of "facilities." Tr. at 2334-35. Accordingly, a contract requirement to augment based on facility utilization is unworkable. There is no way to define what is to be examined to measure utilization. Tr. at 2335. Augmentation should therefore be addressed in the context of trunk utilization, which is the approach adopted by Verizon VA.

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[89] *Local Competition Order* ¶ 199 ("a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit.").

[90] WorldCom Br. at 49-50.

[91] *UNE Remand Order* ¶ 324.

C. **WorldCom's Proposed Contract Language For Issue IV-4 Places An Onerous and Undue Burden On Verizon VA And Should Be Rejected. (Issue IV-4).**

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's contract language in support of Issue IV-4.[92]

D. **The Commission Should Reject WorldCom's Proposed Contract Language For Issue IV-5 And Order Inclusion of Verizon VA's Proposed Contract Language. (Issue IV-5).**

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[93]

E. **Because Verizon VA Cannot Identify Or Track WorldCom's Line Status Verification Requests If Sent Over Local Interconnection Trunks, The Commission Should Order Inclusion Of Verizon VA's Operator Services Trunking Arrangement, Directory Service Trunking Arrangements, and Line Status Verification Proposals. (Issue IV-8).**

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[94] In addition, WorldCom's argument in its brief is misleading. This issue has been significantly narrowed through negotiation. Verizon VA has accepted WorldCom's proposed language except when WorldCom does not purchase OS/DA services from Verizon VA and it sends a line status verification to Verizon VA. As explained in Verizon VA's opening brief, and in Verizon VA's pre-filed testimony, Verizon VA cannot bill for this call when WorldCom sends this request to Verizon VA. Verizon Ex. 9 at 22. To deal

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[92] Verizon VA NA Br. at 63-64.

[93] Verizon VA NA Br. at 64-66. Verizon VA proposed contract language to WorldCom prior to the start of the hearing that squarely addressed the facilities allocation portion of this issue with respect to the mid-span meet. WorldCom never addressed this proposal or the apparent disconnect between its issue statement and contract language.

[94] Verizon VA NA Br. at 66-68.

with this problem, Verizon VA's proposal to route line status verification requests over dedicated trunks when WorldCom does not purchase OS/DA services from Verizon VA should be adopted.

WorldCom's argument is also misleading because it contends that Verizon witness D'Amico agreed that Verizon VA would allow WorldCom to use operator services codes in the LERG.[95] Verizon VA witness D'Amico only agreed to WorldCom's representation "subject to check." Tr. at 2313-14. Having checked, however, Verizon VA does not agree with WorldCom's statement and, instead, relies on the position it took in Verizon VA's pre-filed direct testimony on mediation issues. There, Verizon VA stated that the "Commission should reject [WorldCom's] proposal because Verizon VA cannot identify, track, and bill for these calls if they are carried over local interconnection trunk groups that do not terminate into Verizon's OS/DA switches." Verizon Ex. 9 at 22. WorldCom has offered no evidence that would contradict this testimony. Thus, the Commission should adopt Verizon VA's contract language for Issue IV-8, which only modifies the language proposed by WorldCom to address Verizon VA's concerns.

F. When Either Party Passes Calling Party Number ("CPN") Information On Less Than 90% Of Its Calls, The Receiving Party May Bill Access Rates For The Traffic That Is Passed Without CPN. (Issue IV-11).

WorldCom in its brief has backed off its original position that if WorldCom does not pass CPN to Verizon VA, then it should be permitted to provide some other type of information to determine the jurisdiction of the call, like a billing telephone number ("BTN").[96] WorldCom Ex. 24 at 8. Thus, it now appears that this issue narrowly deals with whether Verizon VA should be

[95] WorldCom Br. at 61.

[96] *See* WorldCom Br. at 62-64 (WorldCom makes no reference to BTN or any other call jurisdiction information).

permitted to charge WorldCom access rates for traffic when WorldCom passes CPN information on less than 90% of its originating calls. For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[97]

G. The Commission Should Adopt Verizon VA's Proposed Meet Point Billing Language. (Issue IV-37).

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[98]

H. The Commission Should Adopt Verizon VA's Proposed §§ 2.2 *Et Seq.* (Issue VI-1(A)).

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[99] Contrary to WorldCom's suggestion, Verizon VA did present substantive evidence with respect to this issue by relying on the testimony it provided for Issues I-1, IV-2, IV-5, IV-6, IV-8, and VI-1(C) instead of repeating itself. As Verizon VA discussed in its opening brief, the contract language offered by Verizon VA provides the parties with a road map of the different trunk types addressed in the interconnection agreement. More importantly, it recognizes that the parties need to mutually agree on the operational details associated with the deployment of the one-way or two-way trunk groups used by the parties. Verizon Ex. 26 at 10-12.

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[97] Verizon VA NA Br. at 68-70.

[98] Verizon VA NA Br. at 70-72.

[99] Verizon VA NA Br. at 72-73.

I. <u>The Commission Should Adopt Verizon VA's Proposed Language For Toll Free Access Code Traffic. (Issue VI-1(C)).</u>

For the reasons discussed in Verizon VA's opening brief, the Commission should adopt Verizon VA's proposed contract language.[100]

VIII. CONCLUSION

The positions of the CLECs on the network architecture issues are consistent: they want Verizon VA to subsidize their competitive entry into the local telecommunications market so as to minimize and sometimes avoid the business risks that accompany competition. This is not the paradigm that Congress envisioned in the Telecommunications Act of 1996. Verizon VA recognizes that it has the responsibility to make certain concessions to facilitate competition, and Verizon VA believes that its proposals reflect the fact that it accepts this responsibility. Verizon VA, however, does not have the responsibility to build or enhance its network at the simple demand of a CLEC, or bear the costs caused directly by the CLECs' own interconnection choices. This is what the CLECs want, and this is what Verizon VA asks the Commission to reject.

[100] Verizon VA NA Br. at 73-74.